

SunRiver Condominiums

Rules and Regulations

PARKING: Sun River Condominiums Parking Rules

Each unit will be issued 2 parking passes annually. New passes will be issued at the start of each fiscal year.

1. The First plastic White/Yellow parking pass numbered #1 will be issued to your assigned unit parking spot only. It cannot be used for any other parking spot.
2. The Second plastic White/Yellow parking pass numbered #2 can be used for any parking spot that does not have an assigned unit number, both covered and uncovered (outside) parking spots. Vehicles must move every "48 hours" without special permission from the management company.
3. There are also extra laminated Orange parking passes numbered #3 & 4 for visitors available for a set fee per month for additional vehicles to be parked only in uncovered (outside) parking spots. They are month long parking privileges. If after a month you are no longer using this pass and do not want to be charged for the next month, the pass must be turned into the office by the last day of the month. If it's not turned in or it's lost, you will automatically be charged the next month.
4. There are paper Green limited time visitor parking passes available for uncovered (outside) parking for up to 7 days. Please see manager to obtain visitor pass a minimum of 72 hours prior to visitor arrival. This is a no charge pass.
5. There will be available a paper, limited time White/Yellow #1 visitor parking available for visitor or short term renters in assigned covered parking only. For owners that do not want to give out their personal pass. ALL other visitor parking is uncovered only. Please see manager to obtain visitor pass a minimum of 72 hours prior to visitor arrival.
6. For short notice or overnight or weekend visitors & vendors, a Paper, Dated temporary Green pass is required for anyone parking in the lot longer than 12 hours. The manager will issue passes when requested with 8 hour minimum notice. This is a no charge pass. There will be a maximum of 3 of these passes issued to each unit per month (Vendors Excluded). It is suggested that if you have regular visitors a #3 or 4 pass should be purchased.
7. All Vendors (cleaning companies, electricians, etc.) must have passes issued to them as well. They will be a Paper, Dated temporary Green paper pass. Vendors are not allowed to park in the driveway areas. They must also park in the parking lot. Contact management with questions.

If you want to help another owner by renting them your number one pass because you are not here, you are allowed, but you lose the ability to use the number 2 pass until you are back in possession of your number 1 pass. The number 2 pass must be given to the manager in the office to be held until such time that you are in possession of your number 1 pass again. The term Rental is being used because you cannot permanently sell off or deed off your parking space.

Replacement for loss or stolen permanent White/Yellow, Orange or Green parking passes is \$25.00 per pass.

- Guests may park in the East or West uncovered parking lot for up to 12 hours with no pass. After 12 hours a pass is required.
- All parking areas will be patrolled on a regular basis by management.
- Disabled or derelict vehicles are prohibited and will be towed without notice upon discovery.
- Unlicensed vehicles or vehicles with expired license plates (expired 1 month or longer) may be towed without notice upon discovery.
- Nothing other than motor vehicles may be stored in the parking facility. Items such as lumber, car parts, tires, etc., may be removed by management.
- No automotive repairs may be completed on the premises.
- Minor auto clean up may be permitted, but does NOT include car washing, etc.
- All vehicles towed under these rules and regulations will be done at the owners' expense.
- Damage to the parking areas, including but not limited to, leaking autos, damaged ceilings or fences, will be charged to the unit owner, who will be assessed the cost of repair.

- The parking areas are not places to have social gatherings. The attendant noise and debris is detrimental to the well being of the owners and/or tenants. It is the owners/tenants responsibility to report such activities to the management or the local authorities.
- If you do not have a pass on a vehicle, fines will be as per our fine schedule: first offense will be a warning, second offense is a \$25 fine, third offense is a \$50 fine, subsequent offenses will double with each offense.
- Vehicles not in a usable (drivable) condition without current registration will not be permitted and may be towed.
- Vehicles may not be sold from the premises. "FOR SALE" signs are strictly prohibited. Vehicles in violation may be towed.
- Any and all complaints regarding any parking situation shall be reported to management.

All vehicles in the parking lot for more than 4 hours must have a pass at all times, no exceptions. The parking lot is regularly monitored and these rules will be enforced at all times. We will sticker your car on the first violation as a warning. Subsequent violations will follow SunRiver's rules violation fine structure: \$25 charge for the second violation, \$50 for the third, \$100 for the fourth, etc.

If you have any questions please contact management at 970-949-6559 or manager@sunrivercondominiums.com

The Eagle-Vail Property Owners Association's (EVPOA) rules and regulations are superior to Sun River's Rules and Regulations. EVPOA requires snowmobiles, jet-skis, ATV's, un-licensed dirt bikes and other motorized recreational vehicles and their trailers to be stored or parked within a garage or other enclosed structure approved by EV-POA'S DRC. Since Sun River does not have such garages or enclosed structures, the aforementioned vehicles are not permitted to be parked on Sun River property and will be towed. EV-POA has the legal authority to impose fines for infractions of their rules and regulation. If Sun River is imposed a fine, the owner of the violating object will be responsible for paying the fine.

USE OF COMMON ELEMENTS

Common elements belong to the Association, no part of which is reserved for the exclusive use of any member. The stairwells and entry areas are common elements. No personal property of any kind may be stored on common elements. However, reasonable sized potted plants and patio or deck furniture in good presentable condition are permitted for the use and enjoyment of the occupants provided such items do not impede on the egress or ingress to any unit. The Rules and Regulations Enforcement Committee appointed by the Association Board of Directors will decide what good presentable condition is and whether such use impedes the egress or ingress to any unit. Any property stored on common elements in violation of this regulation may be removed and discarded without notice. Items stored or chained under stairwells will be removed and discarded without notice.

THERE IS NO SMOKING ALLOWED IN ANY OF THE COMMON AREAS, INCLUDING ON OWNER BALCONIES. Failure to abide by this rule will result in fines according to the established fine structure.

Gas or charcoal grills, smokers and fire pits are prohibited within ten feet of any building. They must be used on ground level and cannot be used on any owner balcony or common deck. Any prohibited grill will result in the fire marshal being called and will be removed by the Association manager. Electric grills and smokers are, however, allowed in any common area, including owner balconies.

NOISE, OTHER NUISANCES

- No member, guest or tenant may make any undue noise before 8:00 a.m. or after 10:00 p.m. Undue noise shall be defined as any noise resulting in a complaint to the manager.
- No member, guest or tenant shall cause any other nuisance resulting in a reasonable complaint to the managing agent.

DAMAGE TO COMMON ELEMENTS

- Each member is fully responsible for any damage to common elements caused, directly or indirectly, by himself, his guest or tenants. The cost of repairing such damage shall be billed to the involved member and shall become an obligation the same as other Association assessments.
- If it is necessary to file an insurance claim, the owner of the unit will pay the deductible, if it can be determined that he was directly responsible. If the owner is not directly responsible, then the Association will bear the cost.

ARCHITECTURAL CHANGES/SIGNS

- No member, guest or tenant may make any changes to the exterior of any building or the common elements without first applying to and obtaining the written authorization of the Directors.
- No "FOR SALE" or "FOR RENT" signs will be allowed to be displayed on or from any unit.

COMMERCIAL USE

With the exception of the management offices, commercial usage of any kind whatsoever is not permitted within any condominium unit or upon common elements.

ACCESS/SMOKE ALARMS

The Board of Directors and/or managing agent has the right to enter any unit in the event of an emergency, regardless of occupancy by member, guest, tenant or unoccupied. Members are responsible for ensuring that their smoke alarms are in working order and meet current building codes.

TRASH

The trash dumpster is located at the east end of F building. Please access the dumpster by going around the west side of the gates. Do not leave trash sitting outside a unit dwelling or place it at the bottom of a stairwell. Items of furniture, demolition debris or other large items are not to be deposited in the trash area. Owners leaving inappropriate item(s) in the trash area will be assessed the cost of the removal of the item(s) and a fine of \$50.00.

SWIMMING POOL AND SPA AREA RULES

Use is limited to SunRiver residents and accompanied guests. All persons utilizing the swimming pool area will abide by the posted rules. These include, but are not limited to:

- No unattended children under the age of 16
- ABSOLUTELY NO PETS in the pool area.
- ABSOLUTELY NO GLASS in the pool area.
- Guests are limited to two (2) per owner/tenant, with a maximum of six (6) total from any one unit.
- Hours are from 9:00 a.m. to 10:00 p.m.
- UNAUTHORIZED GUESTS/VISITORS WILL BE PROSECUTED THROUGH THE EAGLE COUNTY SHERIFF'S OFFICE.

SNOW REMOVAL

Each owner is responsible for removing snow from "limited common element" decks. Snow which accumulates on these decks will cause damage which the unit owner is responsible for. The owner will need to make arrangements to have these decks shoveled in their absence, (especially owners of top floor units, where snow accumulates frequently).

PETS

Pets are NOT permitted on common elements except under the direct control of the unit owner (member). A maximum of two pets (dogs, cats or other normal household animals), are permitted per unit. Each member is responsible for any and all damages caused by any pet belonging to him, including cleanup, etc. Pets must not be allowed to be a nuisance to neighbors. Owners of pets must police after their animals. Per the Declarations, **only owners may have pets and then by specific agreement with the management.**

Owners shall be allowed to have pets so long as complaints to management do not enter into a “nuisance” or safety concern.

- All owners must register their pets with the office. Forms can be emailed.
- All pets must wear current tags on their collars.
- **Tenants/guests of owners & tenants shall not be permitted to have, keep or acquire a pet or animal of any sort.**
- No pet food will be allowed on decks or balconies.

KEYS

Members/owners are required by the condominium Declarations to provide an access key to the Association of emergency maintenance access only. These keys are not kept for the owners convenience. These keys will not be given out by the SunRiver Condominium Association nor SunRiver’s managing agent for any reason. Owners must make their own arrangements for keys to gain access to the unit.

LIMITED COMMON ELEMENT DECKS & BALCONIES:

As a Limited Common Element, balconies are restricted to the use and enjoyment of the current Owner or Occupant of the appurtenant unit, his/her family and invited guests. No Occupant shall (even on an intermittent or temporary basis) store, display, or dispose of any items or material (including garbage and refuse) on any deck or balcony other than:

1. Outdoor furniture intended for use thereon and reasonable sized potted plants.
2. Not more than ½ cord of firewood (2’x4’x4’) stacked in accepted fashion against the building and not extending out on the entry deck.
3. One grill, electric only. No charcoal or gas grills shall be permitted.
4. Kayaks and bicycles may be stored on the decks and patios and may be hung. Kayaks and bikes may not extend outside the boundaries of the deck railing.

Each Owner and/or tenant is responsible for the removal of snow from his or her appurtenant decks. Failure to do so may result in the Association Manager removing the snow without notice to the unit Owner and billing said Owner for work done.

EXTERIOR WINDOW COVERINGS:

No items will be built or stored against exterior windows, except as they are blocked from view by a window covering. Window coverings on exterior windows will be operable standard window coverings in a neutral color. Changes in exterior window appearance will be submitted to the Design/Architectural committee of the board for review.

MEMBERS RESPONSIBILITY TO INFORM TENANT & GUEST OF RULES AND REGULATIONS

Members are obligated to include these rules and regulations as a condition of any tenancy in any unit on the project, and members are responsible for informing their tenants and guests of these Rules and Regulations.

MEMBERSHIP REPORT / REQUEST FORMS:

Reports to the management of needed repairs, regulation enforcement, and complaints will be submitted in writing on triplicate form in the management office. The resident/tenant will retain a copy and one copy will be provided to the board.

SHORT-TERM RENTAL RESTRICTIONS:

Short-term rentals are allowed so long as the total amount of owners renting in this manner does not exceed 20% of total units. Short-term rentals are prohibited from using the rented unit's fireplace if it is wood-burning and owners are expected to notify renters of this restriction. There are no restrictions on gas fireplaces.

ENFORCEMENT - FINE

Enforcement of these Rules and Regulations is delegated to the managing agent. In the first instance of any infraction of these rules, the managing agent shall serve written notice to the involved member (s) accompanied by a bill for expenses, if any. The second instance of infraction will result in a fine of twenty-five dollars (\$25.00) and a levy of the above mentioned expenses to the involved member(s). Each subsequent infraction of the same rule shall double the previous fine, plus additional action as may be necessary by the Board of Directors.